

IN THE CIRCUIT COURT OF COOK COUNTY  
COUNTY DEPARTMENT, CHANCERY DIVISION

FILED  
CLERK OF THE CIRCUIT COURT  
CHANCERY DIVISION  
2005 MAR 21 PM 2:00

DOOROTHY BROWN  
CLERK

THE PEOPLE OF THE STATE OF ILLINOIS  
ex rel LISA MADIGAN, ATTORNEY  
GENERAL OF THE STATE OF ILLINOIS,  
Plaintiff,

v.

PEOPLES ENERGY CORPORATION, an  
Illinois Corporation, PEOPLES GAS, LIGHT  
AND COKE COMPANY, an Illinois  
Corporation, PEOPLES MW, LLC., a Delaware  
Limited Liability Company, PEOPLES  
ENERGY RESOURCES COMPANY, LLC., an  
Illinois Limited Liability Company, and NORTH  
SHORE GAS COMPANY, an Illinois  
Corporation

Defendants.

COMPLAINT

05CH05124

Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS (the "People"), by and through LISA MADIGAN, Attorney General of the State of Illinois, complains of the Defendants, PEOPLES ENERGY CORPORATION ("Peoples Energy"), PEOPLES GAS, LIGHT AND COKE COMPANY ("Peoples Gas"), PEOPLES MW, LLC ("PMW"), PEOPLES ENERGY RESOURCES COMPANY, LLC, ("PERC"), and NORTH SHORE GAS COMPANY ("North Shore Gas") as follows:

A. Nature of the Case:

1. From 1999 to 2002 (the "Relevant Period"), Defendants and Enron North America carried out a scheme to illegally divert assets from the regulated natural gas utility, Peoples Gas, to Peoples Energy and to inflate Peoples Gas's and North Shore Gas's natural gas costs and pass those inflated costs on to Illinois consumers. Defendants carried out this scheme through a series

of fraudulent natural gas transactions, sham companies, illegal agreements, and misrepresentations to consumers. Defendants' actions resulted in hundreds of millions of dollars of increased natural gas costs for Illinois consumers and violated the Illinois Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"). (815 ILCS 505/1 et seq.)

2. The People seek equitable relief against all Defendants, penalties against Peoples Gas and North Shore Gas, and disgorgement of profits and penalties against Peoples Energy, PERC and PMW, for each of Defendants' violations of the Consumer Fraud Act.

**B. Authority and Standing:**

3. This action is brought in the public interest for and on behalf of the People of the State of Illinois, by Lisa Madigan, Attorney General of Illinois, pursuant to the Consumer Fraud Act.

4. The Attorney General is authorized to bring an action in the name of the state whenever she believes that a person has used a method, act, or practice that is declared by the Illinois Consumer Fraud and Deceptive Practices Act to be unlawful. (815 ILCS 505/2, 815 ILCS 505/7, 815 ILCS 505/10.) Specifically, Section 7 of the Consumer Fraud Act (815 ILCS 505/7) provides in relevant part as follows:

Whenever the Attorney General ... has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by this Act to be unlawful, and that proceedings would be in the public interest, he or she may bring an action in the name of the People of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction, revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in the State; appointment of a receiver; dissolution of domestic corporations or associations; suspension or termination of the right of

foreign corporations or associations to do business in this State; and restitution.

**C. Venue:**

5. Venue for this action properly lies in Cook County, Illinois, in that the Defendants transact business in this county.

**D. Defendants:**

6. Defendant Peoples Energy is an Illinois corporation doing business in Cook County, Illinois. Peoples Energy is an unregulated energy company that, in addition to owning and operating regulated public utility providers Peoples Gas and North Shore Gas, engages in various unregulated businesses designed, in part, to profit from the transportation, sale and trading of natural gas.

7. Defendant Peoples Gas is an Illinois corporation and natural gas public utility doing business in Cook County, Illinois and subject to regulation by the Illinois Commerce Commission ("ICC"). Peoples Gas is a wholly owned subsidiary of Peoples Energy.

8. Defendant PERC is an Illinois limited liability company wholly owned by Peoples Energy and doing business in Cook County, Illinois. PERC is the successor to Peoples Energy Resources Corp. Both PERC and Peoples Energy Resources Corp are subsequently herein referred to as "PERC".

9. Defendant PMW is a Delaware limited liability company wholly owned by PERC and doing business in Cook County, Illinois.

10. Defendant North Shore Gas is an Illinois corporation and natural gas public utility doing business in suburban Chicago, Cook County, Illinois and subject to regulation by the ICC. North Shore Gas is a wholly owned subsidiary of Peoples Energy.

**E. Subsidiaries, Affiliates and Related Third Parties:**

11. Enovate, LLC ("Enovate"), was a Delaware limited liability company that, at all times relevant, was engaged in the natural gas trading and related businesses in Illinois. Enovate, at all times relevant, and until March 1, 2002, was jointly and equally owned by Enron MW, LLC and PMW. On March 1, 2002, another subsidiary of Peoples Energy, Peoples MW II, purchased Enron MW, LLC's 50% interest in Enovate for \$1,300,000.00.

12. Enron MW, LLC ("EMW"), at all times relevant, was a Delaware limited liability company wholly owned by Enron North America. EMW operated interchangeably with Enovate and served as an agent for Enovate. Defendants and Enron North America considered and treated EMW and Enovate as the same company for gas trading and transaction purposes.

13. Enron North America ("Enron"), at all times relevant, was a Delaware corporation and the wholesale energy marketing affiliate of Enron Corporation.

**F. Defendants' Violations of the Illinois Consumer Fraud and Deceptive Practices Act:**

14. Peoples Gas is the sole natural gas public utility provider to natural gas consumers in Chicago. North Shore Gas is a natural gas public utility provider to natural gas consumers in suburban Chicago. North Shore Gas relies on Peoples Gas to supply gas from both Peoples Gas's storage facilities and purchases from the wholesale natural gas market.

15. As regulated utilities, Illinois law prohibits Peoples Gas and North Shore Gas from profiting from the sale of natural gas to consumers. Peoples Gas and North Shore Gas are required to use their gas and gas storage facilities for the benefit of Illinois' natural gas consumers and to help ensure the lowest possible consumer natural gas rates. (See 83 Ill. Admin. Code 525.10 et seq.; 220 ILCS 5/1-102(a)) The utilities are required to set consumer

natural gas rates at an amount equal to their actual cost incurred to provide that gas. (83 Ill. Admin. Code 525.10 et seq.)

16. The ICC retrospectively reviews the consumer natural gas rates set by Peoples Gas and North Shore Gas annually. (220 ILCS § 5/9-220(a)) The ICC is currently conducting the retrospective review of Peoples Gas's 2000/2001 consumer gas rates (ICC Docket 01-0707). The People, the City of Chicago, and the Citizens Utility Board are interveners in that review.

17. Peoples Gas has consistently admitted in filings with the ICC that activities and issues that form the basis of this Complaint, including questions about Peoples Gas's affiliate interests, Peoples Gas's transactions with Enovate and Enron, and Peoples Gas's inter-company billing are outside the scope of the ICC's 2000/2001 consumer gas rate review. Specifically, Peoples Gas has admitted in its ICC filings that the ICC review "is not a proceeding about affiliated interests; it is not a proceeding about inter-company billing; and it is not a proceeding about Enron Corporation and its subsidiaries." (Peoples Gas's Response to Joint Motion to Amend Schedule, pp. 5-6, ICC docket 01-0707, emphasis in original). Peoples Gas has also admitted that the actions of the other Defendants, including Peoples Energy, are outside the jurisdiction of the ICC. Peoples Gas has admitted that, "[t]he Commission lacks plenary regulatory authority over such companies. These companies are not the subject of this (or any other) Commission proceeding to which the requirements related to public hearings apply." (The Peoples Gas, Light and Coke Company's Responses to the Illinois Commerce Commission staff witnesses and of the Citizens Utility Board, City of Chicago and People of the State of Illinois to Motion Pursuant to the July 27, 2004 Protective Order, p. 9, ICC docket 01-0707).

18. Beginning in 1999, Peoples Energy and Peoples Gas engaged in discussions with Enron to determine ways to expand Peoples Energy's, Peoples Gas's and PERC's unregulated

business activities and to realize greater profits from Peoples Gas's regulated assets. As a result of these discussions, Peoples Energy and its affiliates and Enron engaged in a scheme involving a series of agreements, between themselves and their affiliates, to circumvent Illinois' Public Utilities Act and to illegally use certain Peoples Gas regulated assets in violation of the Consumer Fraud Act for the ultimate profit of Enron and Peoples Energy.

19. As part of the scheme to extract cash from Peoples Gas for Enron's and Peoples Energy's benefit, in 1999, at the direction of Peoples Energy, Peoples Gas entered into a Gas Purchase Agency Agreement ("GPAA") with Enron. For the period of 1999-2004, the GPAA required Peoples Gas to purchase approximately 70% of its natural gas from Enron. Prior to entering into the GPAA, Peoples Gas maintained flexibility to purchase gas from a variety of vendors and to use competition and market fluctuations to obtain the most favorable prices for consumers. Through the GPAA, Peoples Gas significantly changed this practice.

20. Despite this major shift in its gas purchasing method, Peoples Gas failed to conduct any economic analysis that demonstrated that the GPAA was beneficial to Peoples Gas, North Shore Gas or their natural gas customers. In fact, Peoples Energy, Peoples Gas and Enron agreed that the GPAA would be drafted to favor Enron.

21. For example, the GPAA allowed Enron to unilaterally decide on the price, quantity, and timing of much of the gas it sold to Peoples Gas. Under the GPAA, the price for a large portion of the gas Peoples Gas was required to purchase was based on either the daily or monthly market price index reported in *Natural Gas Intelligence* for the Chicago "Citygate" prices. For most of the natural gas that Peoples Gas was required to purchase under the GPAA, Enron had the power to determine on which of these two indices to base its sale price. On any particular day, Enron unilaterally selected the highest price index for that gas. As a result, Peoples Gas

paid higher gas prices than it otherwise could have and these higher prices were passed on to Illinois consumers.

22. The GPAA also allowed Enron to dictate unilaterally, within a wide range, the quantity of gas sold to Peoples Gas. When the *Natural Gas Intelligence* index reported a high gas price, Enron directed Peoples Gas to buy the maximum amount required by the GPAA. When the *Natural Gas Intelligence* index reported a low price, Enron sold Peoples Gas only the minimum allowable amount. By ceding its gas purchase decisions to Enron, Peoples Gas contractually obligated itself to purchase gas at the most expensive indexed market price.

23. Under the GPAA, Peoples Gas acquired gas for both Peoples Gas and North Shore Gas. The higher price paid by Peoples Gas also resulted in North Shore Gas charging its ratepayers unnecessarily high natural gas rates.

24. Peoples Gas entered into the lopsided GPAA as part of the overall scheme between Defendants and Enron to generate and transfer cash and profits from Peoples Gas to Peoples Energy and Enron. The GPAA was a vehicle to effectuate this scheme by increasing Illinois consumers' natural gas rates and passing those increased rates to Enron. In this way, the GPAA cost Peoples Gas and Illinois natural gas consumers millions of dollars and guaranteed Enron exorbitant profits. In return, as hereinafter alleged, Enron entered into agreements with affiliates of Peoples Energy to share its GPAA profits through other illegal natural gas transactions involving Enron and Peoples Energy's affiliates.

25. As part of their scheme, in 2000, Peoples Energy and Enron entered into a Limited Liability Company Agreement ("Enovate LLC Agreement") to form a gas trading company that would utilize the assets of the regulated utility, Peoples Gas, to generate profits for Enron and Peoples Energy. Peoples Energy affiliate, PMW, and Enron affiliate, EMW, each held a 50%

interest in that limited liability company, which became known as Enovate. Enovate did not have any salaried employees of its own. Instead, it utilized Peoples Energy and Enron employees. During the Relevant Period, those employees dedicated a substantial portion, if not all, of their time to Enovate's business.

26. Pursuant to the Enovate LLC Agreement, all of Enovate's profits were split evenly between PMW and EMW. Peoples Energy and PERC, as PMW's parent companies, directly benefited from the profits PMW derived from these transactions. During 18 months of operation and with only \$200,000 of capital, Enovate generated approximately \$23,000,000 of net profits.

27. Enovate was able to make these enormous profits, in part, by illegally obtaining, controlling and trading Peoples Gas's natural gas storage assets, known as Peoples Gas's "hub". The transactions by which Enovate obtained, gained control of, and traded the hub assets occurred from 1999-2002. Defendants gave the transactions names such as "Hub Blowout", "38 Special", "Tidal Wave", and "Rolling Thunder." (collectively the "Deceptive Gas Transfers")

28. Enovate was an "affiliate" of Peoples Gas under Section 7-101 of the Public Utilities Act. (220 ILCS 5/7-101) As an affiliate, without prior ICC approval, Peoples Gas was prohibited from engaging in the "Deceptive Gas Transfers" with Enovate. (220 ILCS 5/7-101; 220 ILCS 5/7-102) Defendants concealed the "Deceptive Gas Transfers" from the ICC and from Illinois consumers by causing Peoples Gas to first transfer the gas to EMW. EMW then transferred the same gas to Enovate. EMW served merely as a conduit for the "Deceptive Gas Transfers" and as a means for Defendants to circumvent ICC oversight.

29. Each of the "Deceptive Gas Transfers" involved the diversion of gas stored in Peoples Gas's Manlove, Illinois gas storage field to EMW and Enovate. Enovate utilized the gas it acquired from Peoples Gas by selling and trading that gas during the winter months when gas



prices were high, and replenished the gas through purchases on the open market the following summer when gas prices were low. Enovate made enormous profits off of the difference between the winter sale price and the summer replacement price. These profits were made at the expense of consumers.

30. During the 2000/2001 winter, Peoples Gas transferred a significant amount of its storage capacity and stored gas to EMW and Enovate through the "Deceptive Gas Transfers." As a result, Peoples Gas had only a fraction of its total storage capacity of low priced gas available for its customers during the 2000/2001 winter. Consequently, the "Deceptive Gas Transfers" forced Peoples Gas to buy high priced winter gas on the open market to meet consumer demand rather than using the less expensive gas it would otherwise have had in storage. The cost of this high priced gas was passed on to Peoples Gas's customers.

31. Peoples Gas also supplies gas to North Shore gas from the Manlove, Illinois storage facility. Because of Defendants' "Deceptive Gas Transfers" during the 2000/2001 winter season, North Shore Gas was unable to rely on that stored gas to mitigate high gas prices. As a result, North Shore Gas customers paid unnecessarily high gas rates during that period.

32. As stated above, the profits Enovate made from the "Deceptive Gas Transfers" and its other activities were split between Peoples Energy, PMW II, PERC and Enron. Peoples Energy and PERC attempted to conceal the payments it received from Enovate. For example, on or about June 1, 2000, Peoples Energy caused PERC to enter into a fraudulent consulting agreement with EMW. The consulting agreement required EMW to pay PERC substantial fees for "consulting" services, including an analysis of the Manlove storage facility. In reality, the consulting agreement served as a vehicle for Enron and EMW to funnel money from Enovate to PERC and Peoples Energy without Peoples Energy revealing the true source of the funds.

33. During the Relevant Period, Peoples Energy so controlled its subsidiaries, Peoples Gas, PERC, PMW and North Shore Gas so that those subsidiaries were mere instrumentalities enabling Peoples Energy to engage in the scheme described above.

34. During the Relevant Period, Peoples Energy controlled all of Peoples Gas's and North Shore Gas's management decisions. Peoples Energy, Peoples Gas and North Shore Gas shared the same Chairman of the Board, members of the Boards of Directors, Chief Executive Officer, Executive Vice President, Senior Vice Presidents, Chief Financial Officer, Treasurer, Assistant General Counsel, Secretary, Controller, and Assistant Controller.

35. During the Relevant Period, Peoples Energy controlled all of Peoples Gas's and North Shore Gas's operations and essential services. Peoples Energy controlled Peoples Gas's and North Shore Gas's customer billing and customer accounts. Peoples Energy calculated Peoples Gas's and North Shore Gas's customers' bills, sent those bills to Peoples Gas's and North Shore Gas's customers, processed and collected those customers' payments, and operated Peoples Gas's and North Shore Gas's customer service department. (See e.g. a sample of a bill to North Shore Gas residential customers from Peoples Energy's website, [www.pecorp.com](http://www.pecorp.com), attached hereto as exhibit A) Peoples Energy managed, operated and maintained all of Peoples Gas's physical assets, including their gas distribution system, gas meters and maintenance department. Peoples Energy maintained a web site for Peoples Gas and North Shore Gas and controlled all of their marketing activities.

36. During the Relevant Period, PERC had a 100% interest in PMW. PMW did not have any officers, directors or employees. PMW was a shell company set up to hold a 50% interest in Enovate. PMW was a manager-managed company whose manager was PERC.

PERC controlled all of PMW's management decisions, including its decisions related to Enovate.

37. Peoples Energy controlled all of PERC's management decisions including its management of PMW and Enovate. Peoples Energy and PERC shared the same Chairman of the Board, members of the Boards of Directors, Chief Executive Officer, Senior Vice President, Chief Financial Officer, Treasurer, Controller, Assistant General Counsel, and Secretary. Additionally, various corporate support areas within Peoples Energy provided support to PERC related to PERC's management of PMW's membership in Enovate.

38. Peoples Energy also directed and controlled the actions of Enovate through their affiliate's 50% interest and Peoples Energy's employees and executives who were directed by Peoples Energy to dedicate a substantial portion, if not all, of their time to the business of Enovate. Those executives and employees included:

- William Morrow was Peoples Energy's Executive Vice President and was a member of Enovate's Board of Managers.
- Timothy Hermann was Peoples Energy's Senior Gas Supply Trader, Supervisor of Hub Services, and PERC Business Development Manager. Mr. Hermann was also Enovate's Business Development Manager and General Manager.
- Roy Rodriguez was a Peoples Energy Risk Manager and worked for Enovate as a Marketing Manager.
- Kay Cittadine was a Peoples Energy Risk Manager and worked for Enovate as a Marketing Manager.
- Paul Burgener was a Peoples Energy Risk Manager and worked for Enovate as a Financial Trader.
- Anthony Compton was Peoples Energy's Supervisor and Manager of their gas supply and worked for Enovate as a Marketing Manager.

39. To observe the fiction of separate existences of Peoples Energy and its affiliates, Peoples Gas, PERC and PMW in the actions described above would sanction a fraud and promote injustice under circumstances.

40. Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, provides in relevant part as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the 'Uniform Deceptive Trade Practices Act', approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

41. Through the actions described above, Peoples Energy, Peoples Gas, PMW II, PERC and North Shore Gas engaged in a course of trade or commerce that constitutes unfair and/or deceptive acts or practices that are unlawful under the Section 2 of the Consumer Fraud Act, 815 ILCS 505/2.

42. Peoples Energy, Peoples Gas, PERC and North Shore Gas advertised for sale and sold and distributed natural gas and natural gas services in a manner that directly and indirectly harmed millions of consumers in the State of Illinois.

43. Defendants engaged in the following unfair or deceptive acts and practices in violation of Section 2 of the Consumer Fraud Act:

- a) circumvented ICC regulatory oversight and gained profits in violation of Illinois law resulting in unnecessarily high gas prices for Illinois citizens;
- b) violated Illinois public policy that requires Peoples Gas and North Shore Gas to provide natural gas to its customers at the least possible cost;
- c) violated Illinois law that requires Peoples Gas and North Shore Gas to use their assets for the benefit of Illinois natural gas consumers;
- d) misrepresented the material fact to Illinois consumers that they were complying with Illinois public policy and that Peoples Gas and North Shore Gas were providing natural gas at the least possible cost, and, misrepresented the material fact to Illinois consumers that Peoples Gas was utilizing its assets for the benefit of Illinois natural gas consumers;
- e) omitted and/or suppressed the material fact to Illinois consumers that they were not complying with Illinois public policy and that Peoples Gas and North Shore Gas were not providing, and that Peoples Energy was directing Peoples Gas and North Shore Gas to not provide, natural gas at the least possible cost, and, omitted and/or suppressed the material fact to Illinois consumers that Peoples Gas was not utilizing its assets for the benefit of Illinois natural gas consumers;
- f) deceptively and/or unfairly entered into transactions between Peoples Energy subsidiaries and affiliates, Enron, and Enron's subsidiaries and affiliates to extract cash and assets from Peoples Energy's subsidiary, Peoples Gas, which harmed the public;

- g) deceptively and/or unfairly attempted to conceal these transactions by using intermediary affiliates, sham companies and sham agreements.

44. Plaintiff is entitled to an accounting from Defendants of all transactions between and among Defendants, Enron, EMW and Enovate that resulted both in profits being diverted from Peoples Gas to Peoples Energy, PERC, Enron, EMW and Enovate and/or customers of Peoples Gas and North Shore Gas paying higher prices for natural gas because:

- a) Defendants either knowingly assisted in the fraudulent conduct alleged herein or participated in it;
- b) Peoples Energy's position of superiority and influence over Peoples Gas and the other Defendants resulted in a confidential and fiduciary relationship. Defendants profited through undue influence and abuse of that fiduciary and confidential relationship;
- c) The accounts between and among Defendants, Enron, EMW and Enovate are complex and intricate; and,
- d) There is a need for discovery because all records of the dealings by the Defendants are under the control of the Defendants.

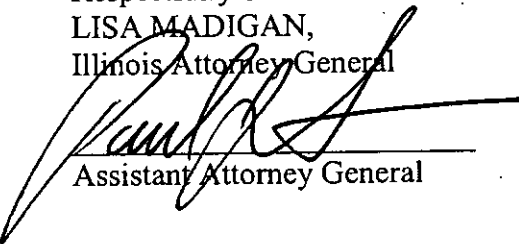
WHEREFORE, the People pray that this Court enter a judgment as follows:

- A. Finding that each Defendant has engaged in unfair and/or deceptive acts or practices in the course of trade or commerce in violation of Section 2 of the Illinois Consumer Fraud Act. 815 ILCS 505/2;
- B. Preliminarily and permanently enjoining each Defendant from engaging in acts or practices that violate the Illinois Consumer Fraud and Deceptive Business Practices Act, including, but not limited to, the unlawful acts described herein;
- C. Requiring each Defendant to pay a civil penalty in the amount of Fifty Thousand Dollars (\$50,000) for each violation of the Illinois Consumer Fraud Act, and an additional penalty in the amount of Fifty Thousand Dollars (\$50,000) for each violation found by the Court to have been committed by each Defendant with the intent to defraud. 815 ILCS 505/7(b);

- D. Requiring each Defendant to pay a civil penalty in the amount of Ten Thousand Dollars (\$10,000) for each violation of the Illinois Consumer Fraud Act found by the Court to have been committed by each Defendant against a person 65 years of age or older. 815 ILCS 505/7(c);
- E. Requiring each Defendant to account for all transactions between and among defendants, Enron, EMW, and Enovate that resulted both in profits being diverted from Peoples Gas to Peoples Energy, PERC, Enron, EMW and Enovate and/or customers of Peoples Gas and North Shore Gas paying higher prices for natural gas;
- F. Requiring Peoples Energy, PERC and PMW to disgorge all profits found due as a result of the accounting;
- G. Requiring Defendants to pay all costs for the prosecution and investigation of this action, as provided by section 10 of the Consumer Fraud Act. 815 ILCS 505/10;
- H. Piercing the corporate veil of Peoples Gas, PERC, PMW and North Shore Gas and holding Peoples Energy liable for all unlawful acts committed by Peoples Gas, PERC, PMW and/or North Shore Gas; and,
- I. Providing such other and further equitable relief as justice and equity may require.

Respectfully Submitted

LISA MADIGAN,  
Illinois Attorney General

  
Assistant Attorney General

Attorney No. 99000

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# YOUR NEW PEOPLES ENERGY BILL

- ⑫ Amount Due  
This is the amount you should pay



**IN THE CIRCUIT COURT OF COOK COUNTY  
COUNTY DEPARTMENT, CHANCERY DIVISION**

THE PEOPLE OF THE STATE OF ILLINOIS ex )  
rel LISA MADIGAN, ATTORNEY GENERAL OF )  
THE STATE OF ILLINOIS, )

Plaintiff, )

v. )

PEOPLES ENERGY CORPORATION, an )  
Illinois Corporation, PEOPLES GAS, LIGHT )  
AND COKE COMPANY, an Illinois )  
Corporation, PEOPLES MW, LLC., a Delaware )  
Limited Liability Company, PEOPLES ENERGY )  
RESOURCES COMPANY, an Illinois Limited )  
Liability Company, and NORTH SHORE GAS )  
COMPANY, an Illinois Corporation )

Defendants. )

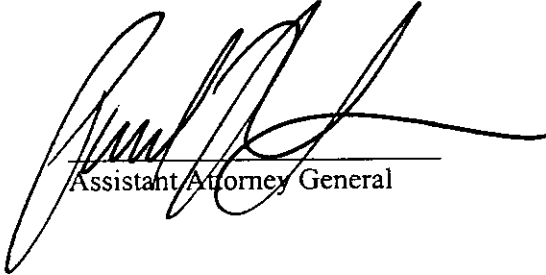
Case No.

**CERTIFICATE OF SERVICE**

The undersigned, an Illinois Assistant Attorney General, certifies that on March 21, 2005, he caused a true and correct copy of the People of the State of Illinois' **Complaint** and **Subpoena** in the above captioned matter to be served via messenger delivery upon the following:

**To:** Mr. Theodore R. Tetzlaff  
McGuire Woods  
77 West Wacker Drive  
Suite 4100  
Chicago, Illinois 60601

Respectfully Submitted  
LISA MADIGAN,  
Illinois Attorney General



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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

The People of the State of Illinois  
on the relation of

Lisa Madigan, Attorney General of the  
State of Illinois,

v.

Peoples Energy Corporation, etc., et al.

05Cn05124

No. \_\_\_\_\_

SUMMONS

To each defendant:

YOU ARE SUMMONED and required to file an answer in this case, or otherwise file your appearance in the office of the clerk of this court located in Room 802, Richard J. Daley Center, Chicago, Illinois, on or before April 20, 2005. However, if this summons is served upon you less than 5 days before that date, you must file your answer or otherwise file your appearance on or before the 5th day after that date. IF YOU FAIL TO DO SO A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE PETITION, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than the above date.

WITNESS, MAR 21 2005

~~DOROTHY BROWN~~  
DOROTHY BROWN, Clerk of the  
CLERK OF CIRCUIT COURT of Cook County

Atty. No.: 99000

Name: Paul J. Gaynor

Atty. for: Plaintiff

Address: 100 West Randolph, 12th Floor

City/State/Zip: Chicago, Illinois 60601

Telephone: (312) 814-1134

Date of Service \_\_\_\_\_  
(to be inserted by officer on copy left with  
defendant or other person)



DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS